

COLLECTIVE AGREEMENT

Between

MEDAVIE EMS ONTARIO – CHATHAM KENT (MEMSO-CK)

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

EFFECTIVE DATE: JANUARY 1, 2023

EXPIRY DATE: DECEMBER 31, 2025

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COLLECTIVE AGREEMENT

Between:

MEDAVIE EMS ONTARIO – CHATHAM KENT (MEMSO-CK)

(hereinafter called the "Company") OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

(hereinafter called the "Union") OF THE SECOND PART

WHEREAS the Union is the Bargaining Agent for all employees of the Company save and except Supervisors, persons above the rank of Supervisor, and office staff as certified by the Ontario Labour Relations Board on the 27th day of May, 1980.

NOW THEREFORE, this Agreement witnesseth:

ARTICLE 1 - GENERAL PURPOSE

1.01 It is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and to settle the conditions of employment between the Company and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services;
- 3) To provide for orderly, prompt and equitable disposition of grievances by the Union, the members through the Union, or groups of members through the Union;
- 4) To recognize mutual interest and provide a channel through which information and problems can be transmitted from one to the other during the lifetime of this Agreement;
- 5) To promote efficiency and service;
- 6) To set forth the basic agreement controlling rates of pay, hours of work, benefits;
- 7) To encourage efficiency in operations and work co-operatively to meet the requirements of the *Ontario Ambulance Act* and all applicable acts and legislation.

ARTICLE 2 - RECOGNITION

- 2.01 a) The Union is recognized as the sole collective bargaining agent for all employees as defined herein, and the Company undertakes that it will not enter into any other Agreement with the employees either individually or collectively which will conflict with any of the provisions of this Agreement.
- b) Prior to a new job being established by the Employer, or prior to existing job duties being changed such that an employee is incorrectly classified, the appropriate classification, wage rates, wage ranges and progressions shall be negotiated and the applicable conditions of the Collective Agreement shall apply. If no agreement is reached on the wage rate and/or progression, the matter shall be submitted to arbitration. If a wage increases results, the same shall be retroactive to the date that the job duties were changed or the new job created.
- 2.02 Within seven (7) days of the Execution of the Collective Agreement the Employer will send the Union a list of all supervisory personnel including temporary supervisory personnel and shall keep such list up to date at all times. A copy of such list shall be posted at the different locations of the Company.
- 2.03 The Union shall notify the Employer of the names of the Stewards.

ARTICLE 3 - DISCRIMINATION AND HARASSMENT

- 3.01 No Discrimination - In accordance with the Ontario Human Rights Code, the Company and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of race, creed, colour, age, sex, sexual orientation, marital status, family status, ethnic origin, ancestry, place of origin, citizenship, record of offences for which a pardon has not been granted, handicap. It is agreed that the prohibition grounds of discrimination shall be as defined by the Ontario Human Rights Code and that the Code shall apply to the terms of this Collective Agreement.
- 3.02 The Union and the Company acknowledge **their** obligations to accommodate certain individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.
- 3.03 The Company and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which is free from discrimination and harassment. The Company and the Union will not tolerate any form of harassment based upon a prohibited ground as defined by the Human Rights Code.

Harassment, "without limitation", is in no way to be construed as properly discharged supervisory responsibilities, including delegation of work assignments. Neither is it meant to inhibit free speech or interfere with normal social relations. Where a

bargaining unit member complains of harassment by another bargaining unit member, **they** shall bring such complaint to the attention of the Company and the Union.

ARTICLE 4 - UNION SECURITY

- 4.01 The parties hereto mutually agree that all employees of the Company covered by this Agreement shall become members of the Union and remain members of the Union during the term of this Agreement, as a Condition of Employment.
- 4.02 The Company will notify the Union whenever any new employees are hired including the names of such employee and **their** hiring date.
- 4.03 The Company will notify the Chief Steward or **their** designate in writing when an employee resigns **their** position.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 The Company agrees to deduct from the wages of each employee Union Dues, in an amount equivalent to the regular monthly dues as certified by affidavit by the Union, and to remit the amount so deducted no later than the 20th day of the month the dues were deducted to the Secretary-Treasurer of the Union. It shall be a condition of employment that all employees pay Union Dues.

New employees shall pay Union dues commencing on the first dues deductions date after the employee has been employed for fourteen (14) days. The Union dues of the Chief Steward of the unit will be remitted through assessment of the membership. The Company will provide the Union with electronic union dues remittance.

- 5.02 The Company agrees to forward a list of dues deductions in an electronic format showing the names, current addresses, phone numbers, Social Insurance Numbers, highlighting new hires, resignations, terminations, new unpaid leave of absence and return from leave of absence, hourly rate, hours worked, and the amount of dues remitted on behalf of each of the employees for whom deductions have been made. The total dues deduction in each year shall be noted on the employee's T-4 Income Tax Form.
- 5.03 Employees shall become members of the Union and remain members of the Union as a condition of employment for the duration of this Agreement.

A representative of the Union shall be given the opportunity by the Company to interview each new employee within regular working hours on the premises without loss of pay to the representative or new employee for a maximum of thirty (30) minutes within the first seven (7) days of employment for the purpose of acquainting the new employee with the benefits of Union membership including the duties of the Union under this contract. Space will be made available by the

Company to conduct such interview and will not delay response in either urgent or emergent calls.

The Union Dues for the Chief Steward will be assessed to the membership and then remitted through **their** dues.

The Union shall indemnify and saved the Employer harmless from any and all liability arising out of the collection, attempted collection, custody of and/or account of such Union dues, or any other result of the operation of this Article.

ARTICLE 5A - MANAGEMENT RIGHTS

The Union recognizes and acknowledges that the management of the stations and directions of the working force are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- a) Maintain order and efficiency;
- b) Hire, promote, layoff, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that **they have** been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) Make, enforce, and alter from time to time, rules and regulations to be observed by the employees. The Company shall discuss with the Union Executive changes in rules and regulations directly affecting working conditions before implementing same. The Company further agrees that changes in the Company's procedure manual will be consulted with the Union before being implemented;
- d) Determine the nature and kind of business conducted by the Company, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the work schedules, work assignments, the number of employees to be employed, the extension limitations, curtailment or cessation of operations of any part thereof, and to determine and exercise all other functions, and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement;
- e) Bargaining unit members are not expected to perform Management Duties;
- f) It is agreed that the Company may request completion of an Incident report at any time following an event causing complaint and such Report shall be completed and submitted during work hours. The Incident Report must be completed and submitted within one (1) working day of the request.

Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the company rules, of any of the provisions of this Agreement may, in the discretion of management, be sufficient cause for discipline or dismissal of an employee provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.

In the exercise of the functions provided for in the above or otherwise retained, the Company shall not act in any way inconsistent with the provisions of this Agreement.

ARTICLE 6 - SHOP STEWARD

- 6.01 The Company recognizes the right of the Union to appoint or otherwise elect nine (9) Stewards, one of whom shall be designated as Chief Steward for handling grievances, disputes, or differences that may arise out of this contract.
- 6.02 The privileges of a Steward to leave work without loss of pay to investigate or adjust grievances is granted on the following conditions:
- a) Such business must involve matters covered by this Collective Agreement or any working conditions of the employees;
 - b) The time shall be devoted to the prompt handling of the necessary business; and shall not interfere with the vehicle operation;
 - c) The Steward concerned shall obtain the permission of the Supervisor concerned before leaving **their** work.
- 6.03 Should the Company require the presence of the Chief Steward or designate in **their** off-duty, the Company will pay the Chief Steward or designate **their** straight time rate for all hours in attendance of the meeting to a maximum of twelve (12) hours.

ARTICLE 7 - NEGOTIATING COMMITTEE

- 7.01 It is agreed that the Negotiating Committee will consist of three (3) Stewards and the Chief Steward. It is further agreed that the Union Representative of Local 1 Canada may be present with the Committee.
- 7.02 The employees on the Union Negotiating Committee shall suffer no loss of pay while attending negotiations for the renewal of the Collective Agreement between the Company and the Union:
- a) If negotiations are conducted outside the employees scheduled hours of work, the employee will be paid **their** regular rate of pay for the hours of negotiations, not to exceed eight (8) hours per day;

- b) If negotiations are conducted within the employees scheduled hours of work, the employee will be paid **their** regular rate of pay for the hours of negotiations, and upon completion of negotiations not to exceed twelve (12) hours per day, the employee will return to **their** regular scheduled shift for the completion of such shift;
- c) If negotiations are conducted that will conflict with the employees scheduled hours of work, **their** schedule may be changed to the shift that the negotiations take place and the provisions concerning schedule and shift changes will not apply;
- d) The number allowed should not exceed four (4) employees.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

- 8.01 A Labour Management Committee shall be established consisting of one (1) representative of the Union and the Chief Steward and one (1) resource person as required, and two (2) representatives of the Company, or **their** designates, and one (1) resource person as required. The Committee shall enjoy the full support of both parties in the interest of maximum service to the public.
- 8.02 The Committee shall make recommendations concerning the following general matters;
 - 1) Improving relations between the Company and the Union
 - 2) Operating efficiently
 - 3) Improving service to the public
 - 4) Promoting safety and sanitary practices
 - 5) Reviewing suggestions from employees, questions of working conditions and services
 - 6) Correcting conditions that may result in grievances and misunderstandings.
- 8.03 The Committee shall meet at the request of either the Union or the Company, but in any event, the Committee shall meet at least once every three (3) months at a mutually agreeable time and place. Members shall receive a Notice of the meeting at least one (1) week in advance of such meeting and the proposed agenda shall be attached to the notice.
- 8.04 If the Committee meeting is conducted outside the employee's scheduled hours of work, the employee shall be paid by the Employer at **their** regular rate of pay at straight time for the duration of the meeting. If the employees are scheduled to work the following will apply: **they** will be replaced by part-time employees for the

duration of the meeting. If the meeting is less than four hours, the employee may be assigned to any available duties until the part-time minimum requirement is met.

- 8.05 The Committee shall not have jurisdiction over wages, or any matter of the Collective Bargaining including administration of the Collective Agreement.
- 8.06 The Committee shall have the power to make recommendations to the Union and the Company with respect to discussions and conclusions.
- 8.07 The Union or the Company, in writing, within fourteen (14) days, shall respond to the Committee recommendations.
- 8.08 The Chairperson at the first meeting shall be named by the Company and thereafter shall alternate between a member of the Committee selected by the Union and a member selected by the Company. The Company will attempt to provide a secretary for the purpose of recording the minutes of the meeting. Such minutes will then be signed by the Co-Chairpersons of the Committee and provided to the Company and Union within ten (10) days of the meeting.

ARTICLE 9 - HEALTH AND SAFETY

- 9.01 The parties agree to be bound by the provisions of the *Occupational Health and Safety Act* R.S.O. 1990, c.0.1 (Ontario). Any breach of the parties' obligations under that Act may be grieved pursuant to Article 12.
- 9.02 The Health and Safety Committee shall be established consisting of up to two (2) representatives of the Union and an equal amount from the Company, who will be certified at no expense to the employee. The Company has the primary responsibility for ensuring that safe conditions prevail within the workplace, both preventative and corrective, to protect the health and safety of employees.

Without limiting the generality of the foregoing, the Company shall:

- 1) Provide and maintain workplaces, equipment, work methods and tools that are safe and without risk to health.
- 2) Inform its employees and **their** Union representatives of any situation relating to **their** work, which may endanger **their** health and safety, as soon as it learns of the said situation.
- 3) Inform employees regarding the risks relating to **their** work and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to **them**.
- 4) Provide the equipment, clothing and devices deemed necessary to prevent injury, except where the Collective Agreement provides for employee allowances to cover the cost of personal protective clothing, as per Article 26.00.

- 5) Ensure that the necessary investigations, inspections and analysis are carried out, and co-operate with any health and safety committee established in accordance with this Article, when there are situations liable to endanger the health and safety of employees, and to provide any pertinent information relating to accident reports or health and safety records.
- 6) Take, without delay all the measures necessary to prevent or correct a potential situation liable to endanger the health and safety of employees as soon as this situation is brought to its attention.
- 7) Meetings will be held every third month or more frequently at the call of the Chair if required. The Committee will maintain and sign the Minutes of all meetings and make the same available for review, as well posting such Minutes in each base.

ARTICLE 10 - SENIORITY

10.01 Seniority, as referred to in this Agreement shall mean length of service as established by the seniority list and will be recognized in determining all benefits and preferences contained in this Collective Agreement. Seniority shall be on a Company wide basis. Upon the successful completion of the probationary period, an employee's seniority entitlement shall date back from the date of initial employment.

10.02 When a full-time or part-time employee is hired, **they** shall be a probationary employee until **they** have completed nine hundred sixty (960) hours worked. Should a part-time employee complete **their** probation and become a full-time employee, **they are** not required to complete a new probation period. For employees hired into a full-time position, the Company will provide in lieu of benefits as per Article 26.02 until **they are** eligible for benefits.

The Company or the Union may request an extension of the probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional thirty (30) days of work. The Company will advise the employee and the Union of the basis of such an extension.

10.03 Employees transferring from full-time to part-time shall transfer with **their** total seniority.

10.04 a) Any part-time employee that qualifies and is transferred, as a full-time employee, will be given seniority based on 1950 hours equaling one (1) year and cannot exceed **their** "Original Date of Hire". "Original Date of Hire" is defined as the employee's first worked shift. There will also be a ninety (90) day waiting period for benefits.

- b) In the event that two (2) or more part-time employees are of equal "Original Date of Hire" and are eligible for the job transfer, the employee with the greater amount of total hours worked shall be the successful applicant.
- c) In the event that two (2) or more full-time and part-time employees are of equal "Original Date of Hire", the full-time applicant will be the successful applicant.
- d) In the event of equal "Original Date of Hire" between full-time and full-time, the successful applicant will be awarded to the successor of a random draw as witnessed by both the Union and the Company.

10.05 Seniority shall accumulate in the following circumstances only:

- a) When off work due to layoff, seniority shall continue to accumulate for a period of time equal to one (1) year;
- b) When off work due to a sickness or accident, seniority shall continue to accumulate in accordance with the provisions of the *Workplace Safety and Insurance Act* and the *Human Rights Code*;
- c) When off work due to a personal leave of absence, seniority shall continue to accumulate for the first three (3) months of such leave;
- d) When absent on vacation with pay or on a designated holiday;
- e) When receiving pay for work performed for the Company; **following the completion of orientation**;
- f) When absent on **a mandatory approved leave under the *Employment Standards Act***;
- g) The formula for calculating part-time seniority when off due to sickness, accident, WSIB or parental and pregnancy will be based on the average hours worked for the fifty two (52) weeks prior to the date of the leave.

10.06 Seniority shall terminate and an employee shall cease to be employed by the Company when **they**:

- a) Voluntarily quits **their** employment with the Company;
- b) Is discharged and is not reinstated through the grievance procedure or arbitration;
- c) Fails to return to work upon the termination of an authorized leave of absence without good and valid reason;
- d) Is absent from work for three (3) consecutive working days without notifying the Company, unless absent due to verified illness or unless such absence is approved by the Company. Such approval will not be unreasonably

withheld. An employee will not lose seniority where **they are** absent from work for a maximum of three (3) consecutive working days where the employee has notified Management prior to such absence. The employee is expected to notify the Company in the event that **they are** not able to report for work at **their** scheduled starting time. The employee will provide a minimum of eight (8) hours notice whenever possible;

- e) Accepts gainful employment while on a leave of absence without first obtaining the consent of the Company in writing;
- f) Fails to report for work within seven (7) days after being notified by registered mail by the Company of recall.

10.07 In the event that an employee in a supervisory or confidential position beyond the scope of this Agreement is placed in a position within the scope of this Agreement, he shall retain all seniority **they** had previously acquired, if any in the bargaining unit, but will not be credited with seniority for the time employed in the position outside the scope of the Bargaining Unit. Such employee when returning to the bargaining unit within ninety (90) calendar days, shall be re-instated with the seniority level at which **they** left. During this period, the employee will not be covered by the terms of the Collective Agreement, save and except Article 4. The employee will return to the previous status as which **they** left. Employees will be given one opportunity to return to the bargaining unit with the above provision. If an employee does not return to the bargaining unit within ninety (90) calendar days, all seniority is lost.

10.08 It shall be the duty of each employee to notify the Company within a reasonable amount of time of any change of address. Any notice required of the Company, shall be deemed to have been given, if forwarded to the employee at the last address of which the Company had notice.

10.09 Employees will not generally be transferred from base to base, however, the Company may transfer by reverse order of seniority when needed.

The Company will give twenty-four (24) hours notice to employees to be transferred as above for terms of one (1) or two (2) shifts and two (2) weeks notice for transfers of a longer duration.

If an employee is transferred out of the guidelines, the employee will be paid at one and one half (1½) **their** regular hourly rate for all hours worked on the first day. It is understood that an employee may accept the request and no premium will apply.

10.10 The Company agrees to post a seniority list every six (6) months (April 1st and October 1st) which list shall indicate the classification of employees (including employees off on sick leave, leave of absence or for other reasons) and **their** seniority dates as verified by the Union and forwarded to the business agent. If an employee does not challenge the seniority list within two (2) weeks from the date

of the posting and provided the employee was at work during the said period, then that employee shall be deemed to have proper seniority standing.

ARTICLE 11 - JOB POSTING

- 11.01 a) Prior to filling a new position or vacancy within the bargaining unit, the Company shall post in each base a notice of the position stating the Title, file number, wage, qualifications, the hours of work and the base where the position exists (Appendix A). Such notice shall be posted for fourteen (14) days and filled within twenty-one (21) days of the posting, in order that all members of the bargaining unit will know the position is open and will be able to make written application to the appropriate person. An employee off on a leave of absence may request the Employer to email the job posting via the employee's personal email on file.
- b) Full-time and part-time employees will be considered for any job posting and the position will be awarded to the most senior full-time applicant or part-time applicant in accordance with the formula in Article 10.04, as long as **they** possess the qualifications of the job.
- c) Employees applying for the posted position must submit a Letter of Application or approved Application Form stating the Title, file number and date submitted and these will be delivered manually or electronically to Management staff, signed and receipt will be issued (Appendix B).
- d) In the event that no employee applies for the posted vacancy or new jobs, the Company shall hire from outside the bargaining unit, to fill such a position.
- e) The Company will notify the Union designee as per Article 4.03.

11.02 Temporary Job Posting

- a) Employees absent with leave or absent for any reason approved by the Company, for a period of sixty (60) days or more, will have **their** position filled temporarily until such time as **they** return to work.
- b) In considering written requests for a leave of absence that will be of duration in excess of thirty (30) days, the Company shall advise the Union of such request and may discuss the reasonableness thereof with the Union.
- c) The employees within the temporary position will return, with forty-eight (48) hours notice, to **their** original status upon the return of the regular employee. If the regular employee returns to work on a reduced day, the regular employee will be placed into **their** regular position and the extra hours will be filled as per Article 24.02. In the case of multiple temporary vacancies, the employee will return to **their** original status by order of reverse seniority.

- d) Part-time employees who are placed into a temporary full-time position shall be entitled to work full-time hours as per the current full-time schedule.

11.03 Job Transfers (Applicable to Full-Time Employees)

- a) When a full-time employee wishes to transfer to a position, **they** must submit a request to transfer, in writing, to the Company. The transfer can only be done between PCP-to-PCP or ACP-to-ACP.
- b) The Company will, upon receiving the request, post a notice in the base location where the transfer is being requested so as to indicate a transfer request has been submitted and from which base including a file number.

Any employee at the base location interested in participating in the transfer shall indicate same to the Company, in writing, stating the file number within twenty-one (21) days from the date posted by the Company.

- c) If employees indicate desire to transfer under (b) above, the Company will, should operations permit, implement the transfer within twenty-one (21) days of being notified of the agreement to transfer. The time frame indicated may be extended by mutual agreement in writing by both parties.
- d) Should there be multiple applications for such transfer, the highest seniority employee will be successful and a notice posted at the base of **their** location.

11.04 In all cases of promotion, job posting and job transfer, the following factors shall be considered:

- a) Seniority
- b) Qualifications

Where, in the opinion of the Company the factors in (b) are relatively equal, factor (a) seniority shall govern.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

12.02 For the purposes of this Agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitral.

12.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until **they have** first given **their** Supervisor the opportunity of adjusting the complaint. If an employee has a complaint, such complaint shall be discussed with **their** Supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the Supervisor is unable to adjust a complaint to **their** mutual satisfaction within five (5) calendar days, the employee may proceed with the grievance procedure within ten (10) calendar days following the decision of the Supervisor. Any employee is entitled to have a Union Steward present with **them** when meeting with the Supervisor to attempt to adjust the complaint.

12.04 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step 1

The employee, with the assistance of a Steward, if **they** so desire, may present **their** grievance in writing to **their** immediate Supervisor. The nature of the grievance, the remedy sought and the section(s) of the Agreement alleged to have been violated shall be set out in the grievance. Failing settlement, the immediate Supervisor shall deliver **their** decision in writing within ten (10) calendar days following the presentation of the grievance to **them**, then within fourteen (14) calendar days after the decision is given, the grievance may be advanced to Step 2.

Step 2

Within fourteen (14) calendar days following the decision under Step 1, the grievance must be submitted to the Manager (or **their** designate). A meeting will be held within fourteen (14) calendar days with the Manager (or **their** designate), the said Steward, the grievor(s) and the Business Agent after the submission of the grievance at Step 2. The Manager (or **their** designate) shall give **their** written disposition within fourteen (14) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply in Step 2 is given. If no written request for arbitration is received within such fourteen (14) calendar day period, the grievance shall be deemed to have been abandoned.

All agreements reached under the grievance procedure between the representatives of the Company and the representatives of the Union will be final and binding upon the Company and the Union and the employee(s) involved.

12.05 Policy Grievance

A grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step 2 within fourteen (14) calendar days of the event giving rise to the grievance. Failing settlement under Step 2 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 12. However, it is expressly understood that, the provisions of the paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which

such employee could **themselves** institute and the regular grievance procedure shall not be thereby bypassed, except only where it is established by the Union that the interest of the bargaining unit as a whole may be affected by the resolution of the issue resulting from the grievance.

12.06 Group Grievance

Where two (2) or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, the Union may present a grievance on **their** behalf at Step 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievance shall be processed as one grievance subject to all the provisions under the Complaint and Grievance Procedure.

12.07 Either party may request a time extension on any of the above time limits, verified in writing, and both parties agree to give full consideration to compliance with such requests.

12.08 Time limits are exclusive of Saturday, Sunday, Statutory Holidays and the grievor's regularly scheduled day(s) off.

12.09 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of **their** duties, while investigating disputes preparing grievances and making presentations as provided in this Article.

ARTICLE 13 - DISCHARGE AND DISCIPLINE

13.01 A claim by an employee that **they** been discharged or suspended without just cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Company Manager at Step 2 of the grievance procedure within ten (10) calendar days after the employee has been given notice of termination.

13.02 In the event management decides to impose discipline, it must be implemented no later than ten (10) calendar days after the incident has been reported to the Company. This timeline can be extended upon mutual agreement by the parties, and such agreement shall not be unreasonably withheld.

13.03 When an employee has been dismissed without notice **they** shall have the right to interview **their** Steward for a reasonable period of time before leaving the station premises.

13.04 An employee shall be notified in writing of any incident concerning **their** work being investigated by the Employer, within five (5) calendar days of the Employer becoming aware of the incident. This notice will indicate the nature of the incident in question and the time, the date and the place the incident took place. A copy of the notice will be sent to the Steward and to the Business Agent.

13.05 Whenever the Company finds it necessary to reprimand an employee in a manner indicating that dismissal may follow from further infractions, the Company shall

within five (5) calendar days of such reprimand notify in writing the Union Chief Steward of the giving of such reprimand and a copy shall be sent to the Business Agent. The disciplining of any employee shall not be used against **them** in future disciplinary actions if six (6) months have elapsed since the issuance of a verbal warning and twelve months have elapsed since the issuance of any other form of discipline.

13.06 In the event of any terminated employee's grievance proceeding to Arbitration, **their** job will be filled temporarily until the Arbitration Award is released.

13.07 Personal File - The Company agrees to remove adverse reports from the employee's record after twelve (12) months on such record. An adverse report shall mean a notice of investigation concerning work as set out in Article 13.04 above or a disciplinary warning.

Each employee shall have access to all **their** files for the purpose of reviewing **their** contents. A request to view must be submitted to Management in writing and at a mutually agreed time for both parties.

ARTICLE 14 - MANAGEMENT GRIEVANCES

14.01 Any grievance instituted by the Company may be referred in writing to a Union Steward within seven (7) calendar days of the occurrence giving rise to the grievance and the Union shall meet within five (5) calendar days thereafter with the Company to consider the grievance. If the reply of the Steward is not satisfactory to the Company, the grievance may be referred to a Committee of the Union and a meeting shall be held within five (5) calendar days of the grievance being presented to it. A decision will be rendered in writing to the Company following this meeting and if the reply is not satisfactory to the Company the grievance may be referred to Arbitration at any time within ten (10) calendar days of the decision made by the Committee of the Union.

ARTICLE 15 - ARBITRATION

15.01 No matter may be submitted to arbitration, which has not been properly carried through the proper steps of the Grievance Procedure under Article 12.

15.02 When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall notify the other party in writing no later than fourteen (14) full calendar days from receipt of the answer given at Step 2 of the Grievance Procedure. Such written notice will contain names of arbitrators acceptable to the requesting party. The parties will exchange names of acceptable arbitrators.

15.03 Should the parties not agree on an arbitrator, either party may request the Ministry of Labour appoint an arbitrator from the recognized list. The arbitration hearing will be held as expeditiously as possible.

15.04 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement. The proceedings of the arbitrator will be expedited by the parties, hereto, and the decision of the arbitrator will be final and binding upon the parties hereto and the employee concerned.

15.05 Each of the parties hereto will bear half the expenses of the single Arbitrator.

15.06 Timelines may be extended by mutual agreement of the parties.

ARTICLE 16 - NO STRIKES - NO LOCKOUTS

16.01 During the term of this Agreement the employees shall not strike nor the Company lock out employees. The term "lockout" and "strike" shall be in accordance with the *Ontario Labour Relations Act*.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 In the event of a layoff, part-time employees shall be the first laid off and in such cases layoff will be in order of reverse seniority.

17.02 If after all part-time employees have been laid off and a layoff of full-time employees is necessary, the employee with the least seniority shall be the first laid off.

17.03 Laid off employees shall be recalled in the order of seniority, that is, the last laid off shall be the first recalled.

17.04 Employees shall be notified by Registered Mail/Courier to **their** last known address, of **their** recall to work and if an employee so recalled does not return to work within seven (7) days of such notice, **they** will be deemed to have terminated **their** employment. The employee must acknowledge receipt of the notification within twenty-four (24) hours of the receipt of same.

17.05 Notice of layoff shall be in accordance with the *Employment Standards Act* of Ontario.

17.06 Notwithstanding the above, nothing shall prevent the parties meeting with a view to finding alternative to layoffs.

ARTICLE 18 - DEFINITIONS

18.01 The term "Employee" shall refer to all employees within the bargaining unit as per preamble of this Agreement.

- 18.02 The term "full-time employee" shall refer to all employees who are regularly scheduled to work more than thirty-six (36) hours per week. Part-time employees that temporarily fill full-time positions are not "full-time" employees and do not qualify for full-time benefits, except as indicated in Article 11.02
- 18.03 The term "part-time employee" shall refer to all employees who are regularly scheduled to work thirty six (36) hours or less per week exclusive of those hours that are scheduled in accordance with Article 21.05.
- 18.04 For the purpose of paid absences, a day shall mean the normal number of hours an employee works, unless otherwise specified.
- 18.05 The term "shift" shall refer to the hours an employee is scheduled. For part-time employees any fraction of a shift shall be counted as a shift.
- 18.06 The term continuous service shall be defined as the seniority date of the employee.

ARTICLE 19 - LEAVES OF ABSENCE

- 19.01 Base Hospital Certifications - When an Advanced Care Paramedic or Primary Care Paramedic is deactivated or decertified by the Base Hospital Medical Director;
- a) The Paramedic will be immediately placed on a Leave of Absence without pay until such time as **they are** reactivated/recertified by the Base Hospital Medical Director. However, the Company will pay the employee for hours missed from work due to the deactivation up to a maximum of 24 hours, at **their** regular rate of pay, to allow for the reactivation . During this 24 hour period, employees may be assigned to alternative non-patient care duties, or participate in retraining, until reactivated. **The leave with pay shall be limited to deactivations and clinical investigations outside of the employee's control.** The Company will continue to provide benefits for a period not to exceed ninety (90) days;
 - b) If the Paramedic has not been reactivated/recertified by the Base Hospital Medical Director within the ninety (90) days as described in (a), **they** will be terminated for not meeting the qualifications for a Paramedic pursuant to the *Ambulance Act*. It is the employee's responsibility to contact the Medical Director and arrange to have this done by whatever means the Medical Director deems appropriate. Any cost for the remediation will be at the expense of the employee;
 - c) The employee is required to immediately notify the Operations Manager as to **their** change in status and will be rescheduled within a maximum of seventy-two (72) hours after being reactivated/recertified and given the first opportunity to work an open shift(s), if one becomes available, to replace any lost wages. If an employee is deactivated/decertified the Employer will meet with the Union and will make every reasonable effort to accommodate

the employee with alternate employment during the period that the employee is attempting to meet the requirements of the Act.

19.02 Bereavement - Where a death occurs in the immediate family of an employee, the employee shall be granted Compassionate Leave.

- a) In the event of a death of an employee's spouse, common-law-spouse, spouse defined by law, son, daughter, step child, the employee shall be granted a Compassionate Leave, without loss of pay not to exceed more than eight (8) consecutive calendar days from the date of death and receive pay for all necessary time lost from **their** employment.
- b) In the event of a death of an employee's mother, father, grandson or granddaughter the employee shall be granted a Compassionate Leave, without loss of pay not to exceed five (5) days from the date of death and receive pay for all necessary time lost from **their** employment.
- c) In the event of a death of an employee's brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandparent of spouse, son-in-law, daughter-in-law, the employee shall be granted a Compassionate Leave, without loss of pay not to exceed three (3) days for the intent to attend the funeral.
- d) In the event of a death of an employee's aunt, uncle, niece or nephew, the employee shall be granted a Compassionate Leave, without loss of pay not to exceed one (1) day for the intent to attend the funeral.

Where an employee is attending a funeral of a relative specified above, where such funeral is more than five hundred (500) kilometers from the employees' residence, an additional day shall be granted. It is recognized by the parties that the circumstances that call for leave in respect to bereavement are based on individual circumstances. On request, the Company may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided above.

19.03 Personal Leave - An employee may be, at the discretion of the Company, allowed a leave of absence without pay for personal reasons if:

- a) requested from the Company in writing, and if required by the Company, **they** provide details of such request; and
- b) the leave is for good and sufficient cause.

The granting of a leave of absence is subject at all times to the needs of the ambulance service. In considering a written request for a leave of absence, the Company shall not exercise its decision-making power in an arbitrary or discriminatory manner. No such leave of absence shall be of duration of more than one (1) year without the consent of the parties to this Agreement.

19.04 Court Leave

- a) An employee who is required to serve on a jury or is a subpoenaed witness in any court proceedings related directly to the Company shall be paid the difference between the amount paid for such service and **their** normal pay computed at **their** normal hourly rate for hours lost from work. In order to be eligible for such payment, the employee shall present proof satisfactory to the Company of the date and time served and the amount of pay received. The employee shall not be required to work on the shift of the day of the hearing. Such payment shall not exceed eight (8) hours pay per day. It is recognized by the parties that the circumstances that call for a Court proceeding may be based on individual circumstances. On request, the Company may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided above. The employee has the option to return to work to complete **their** shift.
- b) If an employee is required to attend a Court Case or Coroners Inquest, related directly to the Company, on **their** scheduled day off **they** shall be paid a normal day's pay for such attendance, not to exceed eight (8) hours pay. In the event that an employee must attend a Court Case or Coroners Inquest while on a scheduled vacation, such vacation time will be reinstated to **their** bank and paid a normal day's pay for such attendance, not to exceed eight (8) hours. This shall apply to Company related matters only and shall be less fees paid excluding meal allowance and traveling expenses.
- c) An employee who is required to attend any court of law or required to attend as a witness in a court proceeding in which the Crown is a party, every attempt will be made to replace the lost time at regular rate of pay, at the request of the employee. This may also be accommodated in different pay periods.

19.05 Educational Matters

- a) In cases where the Ministry of Health and Long Term Care of the Province of Ontario or the Company requires an employee to attend any education or training courses, or exhibit mandatory or increased qualifications, the Company shall grant leave of absence to employees for such purposes and pay the costs and without loss of pay.
- b) The Employer and employee will make every reasonable effort to obtain C.P.R. while on duty. In the event where such efforts have failed and the employee's C.P.R. recertification is in jeopardy then the employee will receive re-certification from the company's training officer at no cost to the Company and/or employee.
- c) For employees returning from maternity/parental leave, WSIB, extended sick leave, who require recertification, the Company will pay if required, up to a maximum of two 8 hours days' pay at **their** regular straight time rate to

allow for the recertification. It is agreed that no other costs will be incurred by the Company.

19.06 Pregnancy/Parental Leave

Subject to confirmation by the **Service Canada** of the appropriateness of the Supplemental Employment Benefit (SUB) Plan, an employee on leave who is in receipt of **maternity** or parental benefits pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of **their** regular weekly earnings and the sum of **their** weekly Employment Insurance Benefits. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Company of the employee's Employment Insurance cheque stub as proof that **they** are in receipt of such benefits. **The benefit shall be calculated and paid on the standard parental benefit period of thirty-five weeks (not the extended parental benefit period).** The employee's regular weekly earnings shall be determined by multiplying **their** regular hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours. The employee has no vested right except to receive payments for the covered **benefit** period. The plan provides that payments in respect of guaranteed annual remuneration or in receipt of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan. Time on pregnancy and parental leave shall be counted for all benefits entitlements, vacation and lieu time.

19.07 Union Leave

- a) Upon at least fourteen (14) days written notice by the Union, leave of absence without pay but with no loss of credits shall be granted for not more than five (5) consecutive days for employee delegates for the purpose of attending the Annual Convention. Not more than two (2) employees may be absent at any time under this sub-provision.
- b) Upon request by the Union, confirmed in writing and provided that seven (7) days written notice is given, leave of absence with no loss of pay and with no loss of credits shall be granted to employees, for the purpose of Union business.
- c) The Union will reimburse the Company for wages paid to employee where a leave of absence is granted under this Article.
- d) When an employee is elected as the Union's President, the Union will immediately following such election, advise the Company of the name of the employee so elected. Leave of absence with pay shall be granted from the employee's place of employment for the duration of the current term of office. During the term of such leave of absence, the Union will reimburse the Company for the salary paid to the employee on such leave of absence and contribute the Company's share of contributions to the Pension Fund and the Canada Pension Plan. The Union will make the Company's

contribution to any prevailing health or other plans applicable to the elected employee during the leave of absence. The Union will make the Company's contribution for Employment Insurance.

- e) On completion of the employee's term of office, the President may return to **their** previous employment and service shall be deemed to be continuous for all purposes. Any leave of absence extending beyond the initial term of office of the President shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave of absence.
- f) The employee shall discuss any required leave with the Company at the earliest opportunity.

In the event of a leave of absence under this Article, the Company may fill the position under the Posting Procedures for the duration of the leave.

- g) All requests for leave of absence permitted in this Article shall be sent to the Company. It is understood that leaves requested by the Union may be withheld if such leaves interfere with the operating requirements of the Company.

19.08 Emergency Leave – The Employer agrees to comply with “Emergency Leave” provisions of the Employment Standards Act, 2000, as amended.

19.09 Compassionate Care Leave/Family Medical Leave – Compassionate Care Leave/Family Medical Leave will be granted to an employee as specified in the Employment Standards Act, 2000, Chapter 14, as amended.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 The following are recognized as statutory holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	1 Float Non Premium Holiday
	Family Day

- a) Where a full-time employee does not work on a statutory holiday, holiday pay shall be based on an eight (8) hours at an employee's regular rate of pay. Part-time employees will receive compensation for paid holidays based on the *Employment Standards Act*. Where an employee works on a statutory holiday, **they** shall be paid two (2) times **their** regular rate of pay for hours so worked, in addition to eight (8) hours holiday pay.

- b) The employee may choose, in lieu of holiday pay, a day off with pay equivalent to the number of hours scheduled at a time chosen by the employee provided that the requirements of Article 21.03 are satisfied. The employee must provide a minimum of twenty-four (24) hours notice to payroll in writing (including email) of **their** decision to take a day off with pay in lieu of holiday pay.

Payment from the employee's "holiday bank" will be made on the next practical pay day after payment is requested.

- c) Employees may choose to accumulate any holiday pay entitlement, and/or wages earned for work on a holiday. All accumulated holiday pay that is not used, will be paid out at the wage rate it was earned by December 31st of each year in the following manner:

- 1) Group RRSP
- 2) Direct Deposit, with income tax adjusted to reflect the allotment.
- 3) Notwithstanding the above, it is agreed that employees shall have the option of carrying forward forty (40) hours of holiday pay accumulated throughout the year for a period of ninety (90) days into the following year.
- 4) Employees wanting a single day off with pay will be required to utilize the banked holiday pay before using vacation time.

- 20.02 a) In order to be entitled to payment for a designated holiday, an employee must have worked fully the day immediately preceding the holiday, if scheduled, and the day immediately following the holiday, if scheduled, unless absent through proven illness. Employees on an approved Leave of Absence without pay will not be entitled to Holiday Pay.

- b) In cases of illness or injury, the employee concerned, with at least one (1) year seniority, shall be paid for those paid holidays falling within the two (2) month period from the commencement of illness or injury.

ARTICLE 21- FULL TIME VACATION ENTITLEMENT

- 21.01 Full-time employees shall receive vacation periods in accordance with the following, except in the circumstances where employees average a 40-hour work week, whereas **they** shall be reconciled at the end of the calendar year:

- a) Full-time employees who will attain one (1) year of continuous service with the Company during the calendar year shall be entitled to 84 hours vacation with pay as of January 1st of said year.

- b) Full-time employees who will attain three (3) years of continuous service with the Company during the calendar year shall be entitled to 126 hours vacation with pay as of January 1st of said year.
- c) Full-time employees who will attain seven (7) years of continuous service with the Company during the calendar year shall be entitled to 168 hours vacation with pay as of January 1st of said year.
- d) Full-time employees who will attain twelve (12) years of continuous service with the Company during the calendar year shall be entitled to 210 hours vacation with pay as of January 1st of said year.
- e) Full-time employees who will attain twenty (20) years of continuous service with the Company during the calendar year shall be entitled to 252 hours vacation with pay as of January 1st of said year.
- f) Full-time employees who will attain twenty-five (25) years of continuous service with the Company during the calendar year shall be entitled to 294 hours vacation with pay as of January 1st of said year.
- g) The Company will provide the pro-rata equivalent vacation with pay from full-time hire date to the end of the calendar year, commencing on the full-time hire date, in the first year of full-time employment.
- h) Upon Cessation of employment, the employee will be eligible for the pro-rata amount of vacation with pay for said year. Any unused or unearned vacation will be reconciled upon cessation of employment. Said reconciliation will be done on the last pay.

21.02 Part Time Vacation Pay Formula

- a) Part-time employees with less than one (1) year seniority shall receive vacation pay based on four percent (4%) of gross earnings.
- b) Part-time employees with one (1) year seniority or more shall receive vacation pay based on six percent (6%) of gross earnings.

21.03 Vacation Postings

Vacation periods will be posted twice per year covering two (2), six (6) month periods.

The first posting will be for the months of May thru October and will also include requests for Christmas and New Years weeks. The deadline for requests in this period will be April 1. Employees will be notified by April 15 in regards to **their** vacation request being granted.

The second period will be for the months of November through April and will include the normal period of March break as set by the Board of Education in regards to elementary and secondary school or through consultation with the Union.

The deadline for requests for this period will be October 1 with all employees notified as above by October 15.

Employees may request vacations in each period at any time although requests received will not be considered until after the due date in each period and will be granted on a seniority basis provided that Article 21.04 is satisfied in regards to the number of employees off at any given time.

Any requests for vacations made after the due dates within each period will be subject to the mutual agreement of the employee and the Employer and will be considered on a first requested, first allowed basis. In the event of conflict, seniority shall govern. Vacation requests shall not be unreasonably denied.

Once an employee has requested vacation, **they** shall not be given shifts to replace vacation time unless such shifts are available within the same pay period at the time of the vacation request. Any employee who requests vacation shall not be entitled to cancel the request and regain the vacation hours once the hours have been given to another employee unless such request is submitted with no less than two (2) weeks notice.

21.04 The Employer shall allow up to 25% of paramedics to take vacation on any one day. Additional requests will be considered on a case-by-case basis.

21.05 An employee who is on a paid leave of absence for bereavement, jury duty or sick time will be entitled to displace **their** vacation for the period of **their** absence. The employee is obligated to notify the Employer immediately of any of the above circumstances, with the appropriate documentation.

21.06 When an employee is on an unpaid leave of absence exceeding thirty (30) days, they shall not continue to accrue sick or vacation credits; however, any sick leave advanced as per Article 26.04 and used shall not be recaptured.

Employees in receipt of WSIB loss of earnings benefits, shall be entitles to vacation and sick leave accruals for the initial twelve (12) months of WSIB leave.

[Note: See grandparenting LTD incumbents LOU]

ARTICLE 22 - UNIFORMS AND DRESS

22.01 The Company agrees to furnish each full-time employee with suitable new clothing as follows, and the Company shall replace such clothing as reasonably necessary. Shirts, sweaters and pants shall be replaced as required or annually at the employee's request. Upon receipt of new uniforms, employees will bring pants to the tailor of the Employer's choosing (which can be done during working hours). If this is not possible, employees will get new pants tailored at a location of **their** choosing and will be reimbursed for up to \$11.00 (increased up to \$12.00 effective 2021). Replacement of uniform items shall be done in a reasonable amount of time.

Five (5) shirts

Three (3) pairs of pants

One (1) toque

All-in-one Jacket (including rain, winter, spring)

Three (3) long sleeve or short sleeve shirts

One (1) Fleece sweater (replaced as required or annually at employee request)

Part-time employees shall receive the same as full-time employees except that part-time employees shall receive only three (3) shirts and two (2) pairs of pants and three (3) long sleeve or short sleeve shirts. Part-time employees who are scheduled to be in a full-time spot for more than six (6) months from the time of issue will be entitled to the same uniform entitlement as full-time employees.

All-season jackets for part-time employees may be reissued and will be altered as necessary.

When uniforms are soiled on the job, the Employer shall pay the cost of dry cleaning to the employee.

22.02 Any articles of clothing provided by the Company shall be tailored in **their** fashion as required.

22.03 Employees shall wear only uniforms supplied by the Company.

22.04 The Company will reimburse employees for damages to prescription eyeglasses and wrist watches which occur in the course of employment to a maximum of \$150.00 annually for prescription eyeglasses and \$25.00 annually for wrist watches. Original receipts are required for payment.

22.05 Prior to measuring or ordering new uniforms, the Union reserves the right to have two additional Union representatives attend Labour-Management Committee meetings at no cost to the Employer to discuss the proposed changes. The Employer shall have a reasonable supply of uniforms from the Supplier of said Uniforms available for employees to sample prior to ordering.

ARTICLE 23 - OFF DUTY CALLS

- 23.01 An employee who is called into work and/or scheduled to work outside **their** regular shift or on **their** off-duty days shall be guaranteed a minimum of four (4) hours pay at one and one-half ($1\frac{1}{2}$) times **their** regular rate of pay for each call in. In such cases, no employee shall be detained unnecessarily after the completion of the duties which required **their** attendance.
- 23.02 The employee shall be paid at one and one-half ($1\frac{1}{2}$) times **their** regular hourly rate for all time accumulated prior to the commencement and following the completion of **their** regular or scheduled weekly hours.

ARTICLE 24 - HOURS OF WORK

- 24.01 Employees shall be paid overtime (one and one-half ($1\frac{1}{2}$) times the regular rate) for all hours worked in excess of eighty-four (84) hours in a two (2) week pay period. This does not apply to an employee who works in excess of forty-two (42) hours per week as a result of a requested change in schedule or Master Schedule.

The regular scheduled full-time workweek as per posted schedules will average forty-two (42) hours per week. Employees working a forty (40) hour work week rotation will be allowed eight (8) hours per month to average out to eighty-four (84) hours per pay period. These allowed hours must be requested by the said employees at least two (2) weeks in advance of the scheduled day.

An employee who does not wish to be paid immediately for overtime earned may put such overtime in **their** "overtime bank". An employee may request time off for a full scheduled shift with a minimum seven (7) days notice utilizing any amount of overtime in **their** "overtime bank". Such time off requested shall be subject to operational requirements and provided that no overtime premium is incurred.

Payment from the employee's "overtime bank" will be made on the next practical pay day after payment is requested.

Employees shall not accumulate more than forty (40) hours of time in lieu in any calendar year.

Time in lieu shall only be taken for a full shift off.

Requests to draw banked hours shall be considered after requests for vacation.

Any accrued hours not taken by the end of the calendar year shall be paid out by December 31st at the rate at which it was banked.

- 24.02 (a) All Union unscheduled shifts will be given out in order of part-time seniority to a maximum of twenty-four (24) hours per week. For the purpose of shift assignment to part-time employees, the parties agree and understand the seniority list shall be followed with the most senior person receiving the

allotted twenty-four (24) hours before a less senior person, as shifts become available.

Additional Union unscheduled shifts will be given out in order of part-time seniority **in increments of** twelve (12) hours per week **up to full-time hours**. For the purpose of shift assignment to part-time employees, the parties agree and understand the seniority list shall be followed with the most senior person receiving the allotted additional twelve (12) hours before a less senior person, as shifts become available.

Once all part-time employees have reached thirty-six (36) hours each week, additional shifts may be offered up to 84 hours per bi-weekly pay period. The hours offered will not exceed eighty-four (84) hours in a pay period or forty-eight (48) in a week. Additional shifts will be offered individually down the part time seniority list.

If part-time employees are unavailable, full-time employees will be notified in order of seniority.

(b)

- i. Employees will be notified of “call-ins” in order of seniority according to 24.02 (a). If an employee is cancelled for a shift that **they** have accepted, the employee will be paid for four (4) hours work.
- ii. If the shift commencement is greater than 72 hours, the Employer shall assign the shift in accordance with (a) on the basis of employee availability and shall advise the employee by email.
- iii. If the shift commencement is between 72 and **12** hours, the Employer shall call the primary number of the available employee to offer the shift and wait **60 minutes** for a response, before moving on to the next employee.
- iv. If the shift commencement is less than **12** hours, the Employer shall call the primary number of the available employee and offer the shift as long as the employee can report for the shift in sixty (60) minutes or less. There is no required wait time for the Employer to move on to the next available employee if the employee does not answer said call.

24.03 The workweek will commence at 00:01 hours on Sunday. The work schedule will be posted four (4) weeks in advance of commencement. The Employer will provide two (2) weeks notice in the event of schedule changes. Shifts that overlap pay periods shall be deemed to have occurred within the pay period in which the shift commenced.

24.04 Employees may agree to exchange shifts, if such exchange is approved in advance by the Company and on the understanding that such exchange shall not result in any premium pay by the Employer.

Full-time/Temporary full-time employees may exchange shifts with other full-time/temporary full-time employees without limitations except in the case where a full-time/temporary full-time employee exchanges in excess of six (6) consecutive shifts. In the case, this would be considered a Job Transfer and Article 11.03 would be enacted.

Part-time employees can exchange shifts but are limited to four (4) exchanges per twenty-eight (28) day rotating schedule. Part-time employees who have obtained a shift via a shift exchange cannot re-exchange said shift. Part-time shift exchanges must be for shifts of equal hours. **Same day shift changes shall not count against the limit of four (4) exchanges.**

Shift exchanges must be provided with at least forty-eight (48) hours notice. Such changes must be made to the shift supervisor for approval in electronic format.

24.05 (a) (i) Regular Part Time Employees

A regular part-time employee shall maintain a commitment to be available for a minimum of **twelve (12)** workable shifts per month including **six (6)** weekend workable shifts. **The weekend shifts shall consist of at least two (2) shifts each on a Friday, Saturday and Sunday.**

Senior Part Time Employees

The top 8 part-time employees by seniority (minimum 10,000 of seniority) shall be considered senior-part time employees. Such employees may, by choice, be required to submit only six (6) workable shifts including two (2) workable weekend shift per month.

A weekend shift shall be defined as all shifts that begin from 1200 Friday through 2359 Sunday. A workable shift will be defined as a shift within the master schedule with no less than eight (8) hours rest between shifts.

- (ii) Part time staff must indicate **their** availability two (2) months prior to the commencement of each month.
- (iii) If an employee does not submit **their** availability, then they will be deemed unavailable.
- (iv) Employees may submit availability changes to scheduling on an ongoing basis.
- (v) **An Employee who has been scheduled for thirty-six (36) hours in a pay period may reduce their available below the stated minimum by dropping any additional available shifts in that pay period.**
- (vi) **A Senior Employee who has been scheduled for twenty-four (24) hours in a pay period may reduce their availability below the stated minimum by dropping any additional available shift in that pay period.**
- (vii) Once a part time employee accepts a shift, or is assigned a shift, based on the submitted availability, the employee will be responsible for working that shift.

- (viii) Employees will be eligible to drop up to four (4) shifts per calendar year **with a minimum of ninety-six (96) hours notice.**

24.06 (b) Shift Premium

All employees will be paid a shift premium of **one dollar(\$1.00)** per hour for all hours worked between 7:00 p.m. and 7:00 a.m.

24.07 Schedules may be received via email. No change in the schedule will be made with less than two (2) weeks notice unless the employee agrees verbally of the change.

24.08 Float Positions

- 1. Employees in Platoon Float positions will have a regular schedule consisting of forty-two (42) hours per week on average on the same basis as other full-time employees but will be required to float amongst different bases.**
- 2. Employees in Platoon Float positions will have their regular schedule posted on the same basis as other full-time employees, including which days they are working and whether they are working a day or night shift.**
- 3. Employees in Platoon Float positions will be advised of the start time of their shift and the base at which they are working no later than twenty-four (24) hours prior to the start of the shift.**
- 4. Notwithstanding paragraph three (3) above, employees may be redeployed during their shift should the need arise.**

ARTICLE 25 - MEAL AND REST BREAKS

25.01 The Company and the Union, recognizing that the nature of the Company business and the scope of employment being related to emergency service in order to maintain an efficient service, agree that there will be no particular time for the taking of a rest break. Meal breaks shall be comprised of thirty (30) minute periods and shall not jeopardize the response to Code calls.

There shall be two (2) thirty (30) minute meal breaks for each twelve (12) hour shift. The first meal break shall occur between the end of the 3rd hour and beginning of the 6th hour of the shift. The second meal break shall be between the end of 8th hour and the beginning of the 11th hour.

There shall be one thirty (30) minute meal break for each eight (8) hour shift. The meal break shall occur between the end of the 3rd hour and beginning of the 7th hour of the shift.

In the event an employee does not receive **their** thirty (30) minute meal break, **they** shall be paid at time and one half (1.5x) for the period of the missed meal break in lieu of straight time. A break shall be deemed missed if it is interrupted for

a call at any time in the first twenty (20) minutes of the thirty (30) minute meal break.

Meal breaks will be provided to each employee at **their** home base and as to not interfere with the operation of the service.

Meals are the responsibility of the employee.

ARTICLE 26 - HEALTH AND WELFARE BENEFITS

26.01 The Company agrees to pay the premiums for the insurance benefits described below (except for (e) – Long Term Disability - which premiums shall be paid by the **employee until October 1, 2024 until the Employer at which point the Employer will assume the cost of the LTD premiums**), for full-time employees subject to the terms and conditions of the insurance plans. For greater clarity, it is understood that all decisions respecting eligibility are to be made by the insurer of the plan and the Company's liability is limited to the payment of premiums.

- a) OHIP
- b) Life and AD & D:
two (2) times annual salary, to a maximum of \$200,000.00
- c) Dependent Life:
Spouse \$20,000.00
Children \$10,000.00
- d) Weekly Indemnity:
75% of weekly earnings
Benefit Commencement:
Accident - 1st day of disability
Sickness - 4th day of disability
Maximum Benefit Period: 26 weeks
- e) Long Term Disability:
2/3 of monthly earnings to the next higher \$1.00 to a maximum benefit of \$7,500.00 per month.
Benefit Commencement: 183rd consecutive day of disability
Maximum Benefit Period: to age 65 or prior recovery
C.P.P./Q.P.P. Offsets: Full
- f) Health Benefits:
Prescribed Drug Plan and Major Services
Vision Care: Three hundred and twenty-five (\$325) per twenty-four (24) month period as well as reimbursement of up to \$90.00 every 24 months per employee eye exam.
Private Hospital: semi-private hospitalization
Deductible Amount: NIL

Reimbursement Percentage: 100%

Lifetime Maximum Amount: unlimited, except there is a \$1,000.00 Lifetime Maximum for services rendered outside the province of residence.

- g) Dental Benefits:
Deductible Amount: NIL
Type A - Basic Services including all options.
Reimbursement Percentage: 100% Annual Maximum: unlimited
Type B - Major Restorative including both options.
Reimbursement Percentage: 80%
Annual Maximum: \$2,500.00
Type C - Orthodontics for adults and dependent children Reimbursement Percentage: 50%
Lifetime Maximum: \$1,500.00
Provincial Tariff Schedule: the current ODA Fee Guide

- h) NELL - \$5,200.00 (one person affected)

i) Early Retirement Coverage

Eligibility for early retiree benefits shall be restricted:

(a) To employees with a minimum of five (5) years continuous service as a permanent full-time employee immediately prior to the date of retirement; OR

(b) To employees with a minimum of:

- i. Ten (10) years continuous service;
- ii. Five (5) years service as a permanent full-time employee; and
- iii. Two (2) years continuous service as a permanent full-time employee immediately prior to the date of retirement.

Plan E - The Company will provide coverage to all full-time employees who retire early at or after age sixty (60) and have not yet reached age sixty-five (65) and who are in receipt of the Company's pension plan benefits. The coverage is as outlined in the Plan E Benefit Booklet.

Plan G - The Company will provide coverage to all full-time employees who retire early at or after age fifty-five (55) and have not yet reached age sixty-five (65) and who are in receipt of the Company's pension plan benefits. The coverage is as outlined in the Plan G Benefit Booklet.

The Company will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Company to the billed premiums of active employees.

- The policy anniversary occurs on February 1st each year.

- Employees working a minimum of thirty (30) hours per week are eligible for coverage.
- Maximum age for dependent children: twenty-five (25) years.
- For more complete details on benefit coverages, refer to the employees Group Benefit Plan booklet.

For explanation to the membership until the books are made:

Plan E - Retirement from age 60-65

Changes from current benefit package are as follows:

- Life & AD&D \$25,000
- No Dependant Life
- Out of Province cap is 1,000,000 lifetime maximum and 30 day maximum for emergency treatment.
- Dental equivalent to active employees

Plan G - Retirement from age 55-65

Changes from current benefit package are as follows:

Covered only for:

- Life & AD&D \$10,000
- Drug Plan – 100%
- Hospital Services – 100%
- Vision Care Services – 100% Maximum \$250 in a 24 month period.
- Dental - Basic

26.02 (a) A part-time employee shall receive in addition to **their** gross bi-weekly pay 7.5% in Lieu of Benefits for those provided for full-time employees listed above.

(b) Part time employees who fill temporary full-time positions shall continue to be treated for all purposes as part time employees. However, if a part time employee continues in a temporary position for more than twelve (12) months, and is receiving money in lieu of benefits, the part-time employee will be enrolled in the Health and Dental benefits and Sick Plan as per Article 26.04 and the money in lieu ceases. The “waiting period” for eligibility for benefits will be deemed to have been served. For any other purpose, the employee continues to be treated for all purposes as a part time employee. When the temporary position ends, the employee returns to **their** part-time position. Insured benefits will cease and money in lieu is reinstated if the employee is not awarded another full-time position following two (2) full pay periods.

26.03 **All eligible employees shall participate in the Health Care of Ontario Pension Plan (“HOOPP”)**

26.04 Sick Plan - Each full-time employee shall be entitled to eighty-four (84) hours sick pay per contract year. (Jan 1 to Dec 31).

Unused sick leave shall be cashed out at the rate of one hundred percent (100%) annually. This is a pro-rated benefit.

- 26.05 The Employer agrees to pay full wages to any employee who is injured on the job and becomes covered by Workplace Safety & Insurance benefits (WSIB), for the day of the injury. The Employer agrees to advance the employee wages equivalent to the benefits under the *Workplace Safety & Insurance Act*, not to exceed ninety (90) days, provided the employee signs an Agreement letter on a repayment schedule of the advance. The repayment is not required until all options have been exhausted for approval of the WSIB claim.
- 26.06 The Company will continue to pay the premiums for the above-mentioned benefits for up to twelve (12) months for any employee who is absent from work and on Workplace Safety & Insurance benefits. If the absence exceeds twelve (12) months on Workplace Safety & Insurance benefits, the employee will be required to arrange with the Company to pay the premiums at **their** own expense, failing which, the Employer may notify the employee and cancel all such benefits.
- 26.07 A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.
- 26.08 Should the Employer change benefit carrier, there shall be no material changes to the existing benefit provisions.

26.09 Effective July 1, 2019:

- a) injectable allergy vaccine/immunotherapy as prescribed by a physician shall be included. This excludes the cost of injection and allergy testing materials.
- b) existing covered paramedical services, with the exception of massage therapy, shall not require a physician referral.

Within ninety (90) days following the execution of the collective agreement (August 28, 2023), the Employer agrees to amend the Health Insurance Plan to the affect that a physician's referral being no longer a requirement to access massage therapy.

Increase psychological benefits from \$500 to \$2000 for employee.

ARTICLE 27 - EXPENSE ALLOWANCE

Expense Allowance will be paid to all employees on the first pay period of December of each year to cover the cost of meals, CSA safety boots and any job related expenses not covered by this Collective Agreement.

Full Time - \$1050.00 per year.

The expense allowance for full-time employees will be prorated after an employee is absent for 60 consecutive days or more.

Part Time - \$425 per year. Pro rated quarterly. Not eligible if Article 24.06 (16 hrs/pay period) is not averaged over a quarter year, 96 hours must be worked in a quarter.

ARTICLE 28 - WAGES

28.01 Wages shall be paid in accordance with Schedule "A" attached hereto, which is hereby made a part of this Agreement which is retroactive January 1, 2023.

ARTICLE 29 - METHOD OF PAYMENT

29.01 Pay day shall be the Friday following each biweekly work period and deposited electronically into the employee's specified bank account. Pay statements will be available on-line through the Company's internal website.

29.02 The Employer agrees to correct any Employer error, resulting in a shortage on an employee's pay cheque, within twenty-four (24) hours of notification of same, providing the amount owing to the employee is equivalent to one (1) day's earnings or more. If the amount owing to the employee is less than one (1) day's earnings, such correction shall be made on the employee's next pay deposit.

ARTICLE 30 - GENERAL

30.01 This Agreement is subject to applicable federal and provincial legislation. Any conflict between such legislation and this Agreement will not affect the remaining terms and provisions of the Agreement.

30.02 The Company shall accept an employee's resignation in writing, and failure to do so by the Company, shall mean the employee may withdraw **their** notice of resignation at any time.

30.03 The Company agrees to permit the Union to post notices of meetings or other Union business or affairs on bulletin boards provided by the Company. There shall be one (1) such bulletin board in each of the bases.

30.04 Whenever the singular or **any personal pronoun** is used throughout this Agreement, **they** shall be construed as meaning the plural or **include all gender pronouns**, where the context or the parties hereto so require.

30.05 The Employer agrees to provide the Union with a copy of any and all rules that may be in effect from time to time so that the parties may resolve any disagreements regarding same.

ARTICLE 31 - ADVANCED LIFE SUPPORT PROGRAM

31.01 In reference to advanced life support program, the Company agrees to negotiate with the bargaining unit all conditions of employment concerned including monetary issues.

ARTICLE 32 - TECHNOLOGICAL CHANGES

32.01 The Company will notify the Union in advance so far as practical of any technological changes which the Company has decided to introduce which will significantly change the status of **Paramedics** within the bargaining unit. The Company agrees to discuss with the Union the effect of such technological changes on the employment status of the **Paramedic(s)** and to consider practical ways and means of minimizing the adverse effect(s), if any, on the **Paramedic(s)** involved.

ARTICLE 33 - EXCLUDED PERSONS

33.01 Employees excluded from the bargaining unit will not perform bargaining unit work, **for supervisors and management personnel who are paramedics, for the purpose of maintaining their certification, instruction, trialling new equipment, in a declared emergency and when all attempts to staff with bargaining unit employees has been exhausted.**

ARTICLE 34 - ADVANCED CARE PARAMEDIC LANGUAGE

34.01 In the event the Municipality/Employer requires expansion of Advanced Care Paramedic coverage, the Employer agrees to meet with the Union for the purpose of negotiating the availability and method of training employees in the bargaining unit to upgrade the necessary number of bargaining unit employees to the Advanced Care Paramedic level.

ARTICLE 35 – I.V. THERAPY PROGRAM CERTIFICATION

The Union and the Company agree that the I.V. Therapy Program Certification will have no effect on:

- Article 9
- Article 10
- Article 20
- Article 22
- Article 23
- And all relative Articles

ARTICLE 36 - TERMINATION

36.01 This Agreement shall be binding and remain in effect January 1, 2023 until December 31, 2025 and shall continue from year to year thereafter unless either party gives notice in writing at least ninety (90) days prior to the expiration of this Agreement that it desires its termination or amendment.

36.02 Either party desiring to propose changes to this Agreement shall between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing of the changes proposed, and a meeting will be held within fourteen (14) days of the notice to amend the Agreement being sent.

SIGNED AT _____ THIS _____ DAY OF _____, 2023.

MEDAVIE EMS ONTARIO
CHATHAM KENT (MEMSO-CK)

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA

LC/Is

SCHEDULE “A”

MEDAVIE EMS ONTARIO – CHATHAM KENT (MEMSO-CK)

Primary Care Paramedic	1.5%	2.0%	1.25%	1.25%
Full-Time:				
Effective	1-Jan-23	1-Jan-24	1-Jan-25	1-July-25
Start to 3 months	\$ 37.75	\$ 38.51	\$ 38.99	\$ 39.48
3 months to 1 year	\$ 38.87	\$ 39.65	\$ 40.15	\$ 40.65
1 year to 2 years	\$ 39.88	\$ 40.68	\$ 41.19	\$ 41.70
2 years to 3 years	\$ 41.16	\$ 41.98	\$ 42.50	\$ 43.03
3 years and over	\$ 42.34	\$ 43.19	\$ 43.73	\$ 44.28

Primary Care Paramedic	1.5%	2.0%	1.25%	1.25%
Part-Time:				
Effective	1-Jan-23	1-Jan-24	1-Jan-25	1-July-25
Start – 960 hours	\$ 37.75	\$ 38.51	\$ 38.99	\$ 39.48
961 to 2184 hours	\$ 38.87	\$ 39.65	\$ 40.15	\$ 40.65
2185 to 4368 hours	\$ 39.88	\$ 40.68	\$ 41.19	\$ 41.70
4369 to 6552 hours	\$ 41.16	\$ 41.98	\$ 42.50	\$ 43.03
6553 hours and over	\$ 42.34	\$ 43.19	\$ 43.73	\$ 44.28

LETTER OF UNDERSTANDING

BETWEEN

MEDAVIE EMS ONTARIO – CHATHAM KENT (MEMSO-CK)
(The Company)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA
(The Union)

If a part-time employee calls in sick, **they** shall be offered an equalization shift to replace the lost sick time provided a shift in the same pay period becomes available and the employee is available to work.

Dated this _____ day of _____, 2023.

**MEDAVIE EMS ONTARIO
CHATHAM KENT (MEMSO-CK)**

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA**

LETTER OF UNDERSTANDING

BETWEEN

**MEDAVIE EMS ONTARIO – CHATHAM KENT (MEMSO-CK)
(The Company)**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA
(The Union)**

RE: Training Opportunities

In the event the Employer elects to offer a specialized training opportunity to one or more employees, which opportunity may lead to eligibility to bid on other positions, the Employer shall post an expression of interest. The process for selecting candidates shall be by seniority.

The above does not apply to training related to an employee's existing role.

Dated this _____ day of _____, 2023.

**MEDAVIE EMS ONTARIO
CHATHAM KENT (MEMSO-CK)**

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA**

**Letter of Understanding
BETWEEN**

**MEDAVIE EMS ONTARIO – CHATHAM KENT (MEMSO-CK)
(The Company)**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA
(The Union)**

RE: Uniforms

The parties agree that employees will have the option, with the approval of the Employer, to forego an annual assigned item(s) of clothing from article 22.01, for an alternate item(s) of clothing or work-related item(s) of equal or lesser value. The unused value cannot be carried forward to the next year.

The parties shall strike a joint committee of two (2) representatives each to develop a list of items and values.

It is expected that employees will report to work with uniforms in respectable, clean and professional condition.

Dated this _____ day of _____, 2023.

**MEDAVIE EMS ONTARIO
CHATHAM KENT (MEMSO-CK)**

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA**

**Letter of Understanding
BETWEEN**

**MEDAVIE EMS ONTARIO – CHATHAM KENT (MEMSO-CK)
(The Company)**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA
(The Union)**

RE: Sick and Vacation Accruals on LTD Leave

Notwithstanding Article 21.06 the parties agree that any Employees in receipt of Long Term Disability (“LTD”) benefits as of March 11, 2023 shall continue to accrue sick leave and vacation leave entitlements.

The continued accrual is subject to the person retaining the status of Employee and continuing to be in receipt of LTD benefits.

The parties shall exchange and initial the list of March 11, 2023 LTD incumbents prior to the execution of the collective agreement.

Dated this _____ day of _____, 2023.

**MEDAVIE EMS ONTARIO
CHATHAM KENT (MEMSO-CK)**

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA**

